

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re

EAGLE PIPE, LLC,

Debtor.

)
) Chapter 11
)
) Case No. 20-34879 (MI)
)
)
)
)

**STIPULATION AND AGREED ORDER EXTENDING BOOMERANG TUBE, LLC'S
DEADLINE TO OBJECT TO DEBTOR'S SALE AND BIDDING PROCEDURES
MOTION AND CASH COLLATERAL MOTION**

Eagle Pipe, LLC, the above-captioned debtor and debtor in possession (the “Debtor”) and Boomerang Tube, LLC (“Boomerang”) enter into this stipulation and agreed order (“Stipulation and Agreed Order”) as follows:

WHEREAS, On October 20, 2020, the Court granted a joint request by the Debtor, Boomerang, and others to extend the Objection Deadline¹ for the Pending Motions to 5:00 p.m. (CST) on Tuesday, October 27, 2020²;

WHEREAS, the Debtor and Boomerang are in negotiations regarding potential mediation of the their respective claims and defenses;

WHEREAS, the parties have not yet reached final agreement regarding certain conditions required as a prerequisite to mediation, including whether Boomerang will file an objection to the Sale and Bidding Procedures Motion and/or the Cash Collateral Motion;

¹ Unless otherwise noted, capitalized terms used in this Stipulation and Agreed Order have the same meaning ascribed to them in the Court’s October 20, 2020 Order Extending Interim Order (i) Authorizing the Debtor to Use Cash Collateral; (ii) Granting Adequate Protection; (iii) Scheduling a Final Hearing; and (iv) Granting Related Relief. See Dkt. No. 63.

² See *id.* ¶ 4.

WHEREAS, both parties believe that a short extension of the Objection Deadline for the Sale and Bidding Procedures Motion and Cash Collateral Motion, as it applies to Boomerang, will increase the likelihood that the Debtor and Boomerang will successfully reach an agreement to mediate their respective claims and defenses;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Agreed Order, the Parties hereby stipulate and agree as follows:

1. The Objection Deadline for the Bidding Procedures Motion and the Cash Collateral Motion is extended for Boomerang to 11:59 p.m. (CT) on Wednesday, October 28, 2020.

2. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, or any other Bankruptcy Rule, any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Stipulation and Agreed Order shall be immediately effective and enforceable upon its execution and there shall be no stay of execution or effectiveness of this Stipulation and Agreed Order.

3. The Debtor is authorized to take such actions as may be necessary or appropriate to implement the terms of this Stipulation and Agreed Order.

4. The Court shall retain jurisdiction to enforce the provisions of this Order, and this Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Order, including following confirmation and consummation of any chapter 11 plan for any one or more of the Debtors.

Signed: _____, 2020

Marvin Isgur
United States Bankruptcy Judge

THIS _____ DAY OF OCTOBER, 2020:

AGREED TO AND SUBMITTED THIS 28TH DAY OF OCTOBER, 2020:

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COUNSEL FOR BOOMERANG TUBE, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 28, 2020, a true and correct copy of the above Stipulation and Agreed Order was served via the Bankruptcy Court's Electronic Case Filing System on those parties that have consented to such service.

/s/ Eric D. Madden

Eric D. Madden